Date: 9-30-08 Terminal:RWA Load:2311431 SERIAL#: 008-88037-20 PO#/HUD#



Driver: Ed Ludwig
Truck: 418029
Unit:

C.O.D Amount:

CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI a division of Bennett Truck Transport,LLC.

US DOT: 600382 MC-ICC 285766

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

From: Shipper Address(Origin):140460 TRANSFORM 11857 BAY RIDGE DRIVE

11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 3607559130 To: Consignee Address(Destination):140455
EAST AHM DEVELOPEMENT
611 HIGHWAY 903
CLE ELUM,WA,98922

5096741517

RECEIVED the property described below,in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, costgned, and destined as shown above which said carrier (the word carrier being understood throughout the contract as meening any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Traff. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM,WA,98922

will be paid unless all lawful charges have been paid to carrier

REMIT C.O.D

Total Rate Miles Weight Description NO 13X72X12'10 50 Act of God: If shipper declines Act of God waiver, put'no' here: Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars (\$250.00).\$\_ Signed: Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported.I declare the excess valuation of personal effects and furnishings to be \$\_ Signed: Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed: Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (If No Signature,Need Pro Bill#).Signed:\_ Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls, permits and state fees as per applicable tariff. PREPAID: COLLECT: THIRD PARTY: C.O.D.FEE: \$ . Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature:

Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

CARRIER Ed Ludwy

# Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 2 of 65

Remit To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 02-OCT-08 2312213-00 MC 28766 0140460 12-0140455 Truck Transport, LLC G G O O **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page ပ P O BOX 669 CLE ELUM WA 98922 Bil Tel. #: (800) 866-5500 (770) 957-1866

BY: Fax #: (800) 866-4420

Div: 12 B/L Number: 008-88037-22 Miles Truck: 480221 Trailer: Driver Name: JAMES SOLER Date Shipped: 30-SEP-08 Pieces Description Weight Rate Charges 11X67X12'10 688.00 FLT 688.00 FSC 250.00 FLT 250.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE Job: 08-009 Code: 01-626 Price: \$1295: 242.00 FLT 242.00 **DEADHEAD MILES** 100.00 FLT 100.00 USED AHM ESCORTS

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

1,295.00

(770) 957-7634

# To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-22

Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number: 2312213-00

Invoice Date: 02-OCT-08

Payment Due Date: 17-OCT-08

Total Amount Due: 1,295.00

Amount Enclosed:

**PAY THIS AMOUNT** 

Date: 9-30-08
Terminal:RWA
Load:2312213
Serial #: 008-88037-22

PO#/HUD#



Driver: JAMES SOLER Truck: 480221

STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

CARRIER :Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI

a division of Bennett Truck Transport,LLC.

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

US DOT: 600382 MC-ICC 285766

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 To: Consignee Address(Destination):140455
EAST AHM DEVELOPEMENT

611 HIGHWAY 903 CLE ELUM,WA,98922

5096741517

REMIT C.O.D

REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of tading. Shipper hereby cartified that he is familier with all the terms and conditions of the said bill of fading, including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

EAST AHM DEVELOPMENT @

P O BOX 669

**CLE ELUM,WA,98922** 

NO	Description 11X67X12'10	We	ight Rate	Miles / 50 /	Total 295
	leclines Act of God waiver,put'r				
Units for living purpose	s exclusively:Unless a greater	value for the household	and personal effect and/or fur	nishing, not a part of the	
	cture include in this shipment,is				
	wo Hundred Fifty Dollars(\$250.				
Units for purposes other	er than living purposes exclusiv	e.Uniess a greater value	per unit and equipment is dec	lared on this Bill of	
Lading,the shipper her	eby releases this shipment to a	value not exceeding Te	n Thousand Dollars(\$10,000.0	0)for each unit and	
equipment contained	therein transported.I declare the	e excess valuation of per	sonal effects and furnishings to	o be \$	
				- contract towns and	
	eby authorize this shipment an				
conditions hereof Sign	ed:		Date:		
Carrier Agent: Foregoi	ng shipment subject to declarat	non(if any)or relase termi	s and conditions nerein, being	Date:	
Transport,LLC (If No S	ignature, Need Pro Bill#). Signed for all(1) structural and mechan	O:	lu to nou orighioporte aquinmel		-
	(2)tolls,permits and state fees		y to pay or an imper a comprise	it do por determination	
C.O.D.FEE:		COLLECT:	THIRD PARTY:		
COD AMT		\$ \$			
	conditions if the shipment is to	be delivered to the cons	ignee with out recourse on the	consignor, the consignor	
	statement. The carrier shall no				
awful charges.					
Signature of Consigne	or;				
Delivery Release: I red	quest the Carrier park unit at de	livery site and I release (	Carrier and Driver from any da	mages resulting from off	
road parking, which co	uld be total destruction Signatur	re:			
Note:This is a release	to carrier for all damages and s	shortages unless noted h	ereon.No claims for any loss,d	lamage,injury or delay	
will be paid unless all	awful charges have been paid t	to carrier	<u>.</u> .		
SHIPPER	ar TNN a	ARRIER / )	consign	NEE OK DER	Don
PER: OKY		PER: U///			

Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 4 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 02-OCT-08 2312212-00 MC 28766 BENNE 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page 1 of ဠ P O BOX 669 CLE ELUM WA 98922

Div: 12 B/L Number: 008-88037-21 Miles: Truck: 480221 Driver Name: JAMES SOLER Date Shipped: 01-OCT-08 Pieces Description Weight Rate

<u> </u>			, worgin	11010	Charges
	1	15X72X12'10	0	688.00 FLT	688.00
		FSC		431.50 FLT	431.50
		PERMITS		15.00 FLT	15.00
		SPOTTING CHARGE		450.00 FLT	450.00
1		DEADHEAD MILES USED AHM PILOTS  JOD: 08-009		100.00 FLT	100.00
		OOLD / WINT ILO IO			İ
		Code: 01-626			
		Code: 01-626 Price: \$1684.50			
		DOSTE Initials: 44			
1		the state of the s			
			1	i i	1

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

**PAY THIS AMOUNT** Currency: USD

(770) 957-1866

(770) 957-7634

To ensure proper credit, please detach this portion and return with remittance.

BOL No.:

008-88037-21

Bill To:

0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

Tel. #: (800) 866-5500

BY: ------Fax #: (800) 866-4420

2312212-00

Invoice Date: Please send payments to:

02-OCT-08

Payment Due Date:

17-OCT-08

Bennett Truck Transport, LLC

P.O. Box 100005

Total Amount Due:

1,684.50

McDonough, GA 30253-9305

Amount Enclosed: \_

Date: 10-1-08 Terminal:RWA Load:2312212 Serial # : 008-88037-21 PO#/HUD#



Driver: JAMES SOLENC Truck: 480221

CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI

US DOT: 600382

a division of Bennett Truck Transport,LLC.

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

MC-ICC 285766

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE DRIVE BURLINGTON,WA,98233

To: Consignee Address(Destination):140455 EAST AHM DEVELOPEMENT

**611 HIGHWAY 903** CLE ELUM, WA, 98922 5096741517

REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, coskgned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agress to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM,WA,98922

REMIT C.O.D

NO	Description 15X72X12'10	V	Velght	Rate	Miles 150	1684.5
Act of God: If shipper	declines Act of God waiver, put'no	o' here:				
Units for living purpos	es exclusively:Unless a greater v	alue for the househo	ld and person	al effect and/or fumishin	ng,not a part of t	he
unit, at point of manufa	acture include in this shipment,is	declared on this Bill o	f Lading the s	hipper hereby releases	such property to	a
value not exceeding.1	wo Hundred Fifty Dollars(\$250.0	0).\$	Signe	d:		
Units for purposes of	er than living purposes exclusive	.Unless a greater val	ue per unit an	d equipment is declared	f on this Bill of	
Lading, the shipper he	reby releases this shipment to a	value not exceeding	Ten Thousand	Dollars(\$10,000.00)for	each unit and	
equipment contained	therein transported.I declare the	excess valuation of p	ersonal effect	ts and furnishings to be	\$	
• •	reby authorize this shipment and		•	•. •		
	ned:					
• •	ing shipment subject to declaration					
	Signature, Need Pro Bill#). Signed				×	<del></del>
	e for all(1)structural and mechani			shipper's equipment as	per Section I(d)x	of
	s(2)tolls,permits and state fees a					
C.O.D.FEE		COLLECT:		PARTY:		
COD AMT		\$	\$			
•	f conditions if the shipment is to t		•		-	nor
•	g statement. The carrier shall not	make delivery of this	shipment with	out payment of freight	and all other	
lawful charges.						
•	eor					
	quest the Carrier park unit at deli				es resulting from	off
	ruld be total destruction Signature					
Note:This is a release	to carrier for all damages and sh	ortages unless noted	hereon.No cl	aims for any loss,dama	ge,injury or delay	/
will be paid unless all	lawful charges have been paid to	Λ.	(7.			_
SHIPPER OK	ia. Dall "	PER: JUM	Sole	CONSIGNEE PER:	& Per L	Bon

Sent	By: Bennett	Truck Transport; At: 12088708775	503 981 4094;	8ep-11-09	2:04PM;	Page 1/
TO: E	MT BEATAC	AT: 12008/08//5				

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - #
and any components thereof or contents therein (the "UNIT") for East AHM Development (the
"CONSKINOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a
mailing address of P.O. Box 669, Cie Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge
Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cie Elum, WA 98922
for intended installation into a complex with other modular condominium units on or about mid September 2008,
Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released
Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long
and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and
therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to
perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations,
indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing officed by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or fer any consequential, incidental, indirect or special damages; (iii)
CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv)
CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §18106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_\_\_ day of September,

2008.

CONSIGNOR/CONSIGNEE: CARRIER:
Bust AHM Development Bennett Truck Transport, LLC

By: OK Per DON By:

CHOOCLAG-IVTHALOCALS-IVTHANNITT ANNA IMMINIMUMBER MARRO VALUE-CALGO TRIURANCE WAIVERSHOUSE.

#### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 7 of 65 Remit To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 02-OCT-08 2312214-00 MC 28766 0140460 12-0140455 Truck Transport, LLC TRANSFORM EAST AHM DEVELOPEMENT Consign 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page 2 P O BOX 669

OST 0 5 2018

Tel. #: (800) 866-5500

Fax #: (800) 866-4420

(770) 957-1866

(770) 957-7634

Div: 12 B/L Number: 008-88037-23 Truck: 418029 Trailer: Driver Name: EDWARD LUDWIG Date Shipped: 01-OCT-08 Pieces Description Weight Rate Charges 1 13X72X12'10 688.00 FLT 688.00 0 **FSC** 400.00 FLT 400.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 464.75 464.75 FLT Job: 08-009 Code: 01-626 Price: \$1667.75 **DEADHEAD MILES** 100.00 FLT 100.00 **USED AHM PILOTS** 1,667.75 **PAY THIS AMOUNT** 

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-23

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Bill To: 0140320 4

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2312214-00

Currency: USD

Invoice Date:

02-OCT-08

Payment Due Date:

17-OCT-08

LLC Total Amount Due:

1,667.75

Amount Enclosed: \_\_

Please send payments to:

Payment within 15 days, per I.C.C. Regulations.

CLE ELUM WA 98922

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Date /0 -1 -08
Terminal:RWA
Load :2312214
Serial # : 008-88037-23
PO#/HUD#



Driver: Ed Ludwig
Truck: 4/8029

STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

CARRIER: Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI a division of Bennett Truck Transport, LLC.

US DOT: 600382 MC-ICC 285766

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 To: Consignee Address(Destination):140455

EAST AHM DEVELOPEMENT

611 HIGHWAY 903 CLE ELUM,WA,98922

5096741517

REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agress to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM, WA, 98922

REMIT C.O.D

NO	Description 13X72X12'10		Weight	Rate	Miles / 52)	Tota
Act of God: If shipper declin	nes Act of God waiver, pu	t'no' here:				TOU
Units for living purposes ex unit, at point of manufacture	clusively:Unless a greate	r value for the house	hold and person	al effect and/or fumis	hing not a next of the	_
	morado un tras sutificialit	is declared on this Hi	I Of Carding the a	hipper hereby release	e such amounts to	=
	THE POLICE STATES	7.001.35	Ciana	adı.		•
Units for purposes other that	an living purposes exclus	ive.Unless a greater v	alun nos usid sa	d equipment is declar	ed on this Bill of	
Gim- amphan union 1	organia publishing	a value not exceeding	Tan Thousand	D-II (040 000 00)		
1 1	In transported.i declare ti	ne excess valuation o	f personal effect	s and furnishings to be	e \$	
J.3.10G.						
Shipper or Agent: I hereby a conditions hereof Signed:	authorize this shipment a	nd make the declarati	on of values(if a	ny)and agree to the co	Ontract terms and	
Carrier Agent: Foregoing sh	ipment subject to declara	ation(if any)or relase to	erms and condit	lons herein,Bennett Tr	ruck	
Transportance (II 140 diBitat	ure,raced PTO Bill#}.Signe	ed:		5		
Payor/Shipper is liable for all Terms and Conditions (2) incl.	I(1)structural and mecha	nical failure related di	rectly to pay or/s	hioper's equipment as	per Section I(d)of	
	o,pennic and state lees	as per applicable tari	ff.	• • •	,	
C.O.D.FEE;	PREPAID:	COLLECT:	THIRD F	PARTY:		
COD AMT \$	\$	\$	\$			
Subject to section 7 of condi- shall sign the following state:	tions if the shipment is to	be delivered to the o	onsignee with ou	it recourse on the con	signor, the consigno	ıΓ
0	ment.The carrier shall no	t make delivery of this	shipment with	out payment of freight	and all other	
arriar Granges,						
Signature of Consigneor:						
Delivery Release: I request to road parking which could be	he Carrier park unit at de	livery site and I releas	e Carrier and D	 tiver from any damana	es resulting from off	r
i majimati baata ba	rotal destruction signatul	e.				
Note:This is a release to carr	ier for all damages and s	hortages unless note	d hereon.No da	ims for any loss dama	ne injuny or dalay	
and bring considered an ideal of	charges have been paid t	o carrier		any loso, danta	go,a july or dolay	
SHIPPER OLL O	<b>N</b> C/	ARRIER 🛩 📗	' 1	CONSIGNEE		
PER: UZ VO	Lon	PER: COL	uduxa	PER: (	OV Rus	Don-

Sent By: Bennett Truck Transport; To: BMT SEATAC At: 12068708775

503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

# RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - #

"CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a
mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge
Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98292
for intended installation into a complex with other modular condominium units on or about mid September 2008,
Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released
Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long
and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and
therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to
perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations,
indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Bennett Truck Transport, LLC

By: OK Per DON By:

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## Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 10 of 65

Remit To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Number: Invoice Date: McDonough, GA 30253-9305 02-OCT-08 2312217-00 MC 28766 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM,WA,98922 0140320 EAST AHM DEVELOPMENT @ Page P O BOX 669 CLE ELUM WA 98922 (770) 957-1866 fax #: (800) 866-4420 (770) 957-7634

| Div: 12 | | Div: 12 | | Div: 12 |

Pieces	Description	Weight	Rate	Charges
1	11X67X12'10	0	688.00 FLT	688.00
	FSC		250.00 FLT	250.00
	PERMITS		15.00 FLT	15.00
1	SPOTTING CHARGE		242.00 FLT	242.00
	DEADHEAD MILES		100.00 FLT	100.00
	Job: 08-009  Code: 01-626  Price: \$1295			

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

1,295.00

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-25

Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2312217-00

Invoice Date:

02-OCT-08

Payment Due Date:

**PAY THIS AMOUNT** 

17-OCT-08

Total Amount Due:

. --- --

Amount Enclosed:

1,295.00

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Date: 10-2-08 Terminal:RWA Load :2312217 Serial # : 008-88037-25 PO#/HUD#



Driver: JAMES SOLER Truck: 480

STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE

CARRIER :Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI

a division of Bennett Truck Transport, LLC.

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

US DOT: 600382

MC-ICC 285766

رحت

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233

To: Consignee Address(Destination):140455

CONSIGNEE

EAST AHM DEVELOPEMENT

**611 HIGHWAY 903** 

CLE ELUM,WA,98922

5096741517

REVEIVED the property described below,in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agress to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM,WA,98922

REMIT C.O.D

NO Description Weight Rate Mila Total Act of God: If shipper declines Act of God waiver, put'no' here: Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars (\$250.00).\$\_\_ Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Signed: Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported.) declare the excess valuation of personal effects and furnishings to be \$\_ Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contracr terms and conditions hereof Signed; Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (If No Signature,Need Pro Bill#).Signed:\_ Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls permits and state fees as per applicable teriff. C.O.D.FEE: PREPAID: COLLECT: THIRD PARTY: COD AMT \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other Signature of Consigneor. Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier

CARRIER

PER:

080 AHM SHIPPER

PER:

# Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 12 of 65

Remit To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 2312216-00 03-OCT-08 MC 28766 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE g 611 HIGHWAY 903 **BURLINGTON WA 98233** Consi STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page of <u>0</u> P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 (770) 957-1866

Fax #: (800) 866-4420 (770) 957-7634

Div: 12 B/L Number: 008-88037-24 Miles: Truck: 418029 Trailer: Driver Name: EDWARD LUDWIG Date Shipped: 02-OCT-08

Pieces	Description	Weight	Rate	Charges
1	15X72X12'10	0	688.00 FL	688.00
	FSC		431.50 FL	431.50
	PERMITS		15.00 FL	15.00
	SPOTTING CHARGE		450.00 FLT	450.00
	DEADHEAD MILES USED AHM PILOTS  JOD: 08-009		100.00 FLT	100.00
	Code: 01-626			
	Price: \$168450			
	positiois: The last t			
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Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

1,684.50

# To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-24 Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2312216-00

Invoice Date:

03-OCT-08

Payment Due Date:

**PAY THIS AMOUNT** 

18-OCT-08

Bennett Truck Transport, LLC P.O. Box 100005

Total Amount Due:

1,684.50

McDonough, GA 30253-9305

Please send payments to:

Amount Enclosed:

Date: 09/29/08 Driver: Ed Ludwig Truck: 418029 Terminal:RWA Load:2312216 Serial # : 008-88037-24 PO#/HUD# STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI US DOT: 600382 a division of Bennett Truck Transport, LLC. MC-ICC 285766 1001 Industrial Parkway.PO Box 569,McDonough GA 30253. From: Shipper Address(Origin):140460 To: Consignee Address(Destination):140455 TRANSFORM EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON,WA,98233** CLE ELUM, WA, 98922 5096741517 REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agress to carry to its usual place of delivery at said destination, if on its route otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff. FOR PAYMENT, SEND BILL TO: REMIT C.O.D. EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM, WA, 98922 NO Description Weight Rate 15X72X12'10 150 Act of God: If shipper declines Act of God waiver,put'no' here: Units for living purposes exclusively;Unless a greater value for the household and personal effect and/or furnishing,not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars (\$250.00).\$\_ \_Signed: Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$\_ Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed: Date: Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (If No Signature,Need Pro Bill#).Signed:\_ Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls, permits and state fees as per applicable tariff. C.O.D.FEE: PREPAID: THIRD PARTY: COLLECT: COD AMT \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consigneor: Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off

Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

Ell Ludwig PER: OK Per DON

CARRIER

PER:

SHIPPER

PER:

road parking, which could be total destruction Signature:

will be paid unless all lawful charges have been paid to carrier

Bent Fo: B	By:	Bennett	Truok	Transport	i 88708775
10: E	MARIL E	SEATAG		AF: 12U	00100110

503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Bcx 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Wriver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is espable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii)

CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv)

CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC § 1 106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Best AHM Development Bennett Truck Transport, LLC

By: OK Per Don By: \_\_\_\_\_

08 3CADOCUME-INCLUCALS-INTEMPRETE ARM I DEVElopment of PARTIE-CASCO INFURANCE WARVERSPORCE, the

Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 03-OCT-08 2312219-00 MC 28766 0140460 12-0140455 Truck Transport, LLC TRANSFORM EAST AHM DEVELOPEMEN Consign 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-26 Miles: Truck: 480221 Trailer: Driver Name: JAMES SOLER Date Shipped: 03-OCT-08 Pieces Description Weight Rate Charges 1 14'2X34X12'10 688.00 FL7 0 688.00 **FSC** 400.00 FLT 400.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 464.75 FLT 464.75 DEADHEAD MILES 100.00 FLT 100.00 **PAY THIS AMOUNT** 1,667.75 Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD To ensure proper credit, please detach this portion and return with remittance. Code: 01-626 Price: \$1667.75 BOL No.: 008-88037-26 Bill To: 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 Initials: CLE ELUM WA 98922 Invoice Number: 2312219-00 Invoice Date: 03-OCT-08 Please send payments to: Payment Due Date: 18-OCT-08 Bennett Truck Transport, LLC Total Amount Due: 1,667.75 P.O. Box 100005 McDonough, GA 30253-9305 Amount Enclosed: 084

Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 15 of 65

Remit To:

Driver JAMES SOLER Date: 10-3-08 Terminal:RWA Load :2312219 Serial # : 008-88037-26 STRAIGHT BILL OF LADING PO#/HUD# ORIGINAL -- NOT NEGOTIABLE US DOT: 600382 CARRIER :Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI MC-ICC 285766 a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway.PO Box 569,McDonough GA 30253. To: Consignee Address(Destination):140455 From: Shipper Address(Origin):140460 EAST AHM DEVELOPEMENT TRANSFORM 11857 BAY RIDGE DRIVE **611 HIGHWAY 903** CLE ELUM, WA, 98922 BURLINGTON,WA,98233 5096741517 REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agress to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff. REMITCOD FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPMENT @ P O BOX 669 **CLE ELUM,WA,98922** Total Miles Rate Description 14'2X34X12'10 Weight NO Act of God: If shipper declines Act of God waiver,put'no' here:\_ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or fumishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars (\$250.00). \$\_ \_Signed: Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$\_ Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and Date: conditions hereof Signed: Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (If No Signature,Need Pro Bill#).Signed:\_ Date: Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls permits and state fees as per applicable tariff. THIRD PARTY: PREPAID: COLLECT: C.O.D.FEE: \$ COD AMT \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor

shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other

Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off

Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

CARRIER

PER:

lawful charges.
Signature of Consigneor.

SHIPPER PER:

road parking, which could be total destruction Signature:

will be paid unless all lawful charges have been paid to carrier

Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 17 of 65 Remit To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 03-OCT-08 2312220-00 MC 28766 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEME Consign 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 BY: 0140320 EAST AHM DEVELOPMENT @ Page 1 of 잍 P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-27 Miles: Truck: 418029 Trailer: Driver Name: EDWARD LUDWIG Date Shipped: 03-OCT-08 Pieces Description Weight Rate Charges 1 10'10X27X12'10 688.00 FLT 688.00 **FSC** 250.00 FLT 250.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 242.00 FLT 242.00 **DEADHEAD MILES** 100.00 FLT 100.00 1,295.00 **PAY THIS AMOUNT** Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD To ensure proper credit, please detach this portion and return with remittance. BOL No.: 008-88037-27 Bill To: 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 2312220-00 Invoicè Number: Invoice Date: 03-OCT-08 Please send payments to: Payment Due Date: 18-OCT-08

086 AHM Total Amount Due:

Arnount Enclosed:

1,295.00

Bennett Truck Transport, LLC

McDonough, GA 30253-9305

P.O. Box 100005

Date: // - 3 - 08 Terminal:RWA Load: 2312220 Serial #: 008-88037-27 PO#/HUD#



Driver: Ed Ludwio Truck: 418629

> US DOT: 600382 MC-ICC 285766

CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI

a division of Bennett Truck Transport,LLC.

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

To: Consignee Address(Destination):140455

EAST AHM DEVELOPEMENT

611 HIGHWAY 903 CLE ELUM,WA,98922

5096741517

REMIT C.O.D

REVENCED the property described below, in apparent good order, except as noted (contents and conditions of contents of peckages unknown), marked, costgned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually egreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

From: Shipper Address(Origin):140460

11857 BAY RIDGE DRIVE

**BURLINGTON,WA,98233** 

TRANSFORM

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM,WA,98922

NO Description Weight Rate 10'10X27X12'10 190 Act of God: If shipper declines Act of God waiver, put no here:\_ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars (\$250.00).\$ Signed: Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$\_ Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed: Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (If No Signature, Need Pro Bill#).Signed:\_ Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls permits and state fees as per applicable tariff. PREPAID: COLLECT: THIRD PARTY: C.O.D.FEE: COD AMT \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consigneor.\_ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature:\_ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss damage, injury or delay will be paid unless all lawful charges have been paid to carrier CARRIER Ed Ludwig CONSIGNEE
PER: OK PER Don SHIPPER PER:

Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 19 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 McDonough, GA 30253-9305 Invoice Date: Invoice Number: MC 28766 06-OCT-08 2312223-00 0140460 12-0140455 Truck Transport, LLC TRANSFORM EAST AHM DEVELOPEMENT Consign 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page ို 1 of 1 P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634

| Div: 12 | | Div: 12 | | Div: 12 | Div: 12 | Div: 12 | Div: Name: | EDWARD LUDWIG | Date Shipped: 04-OCT-08 | Div: 12 | Div:

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-28

Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Code: 01-626

Initials: (144)

Invoice Number: \

2312223-00

Invoice Date:

06-OCT-08 21-OCT-08

Payment Due Date:

1,380.00

Total Amount Due: Amount Enclosed:

Please send payments to:

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

Date 10-4-08			
Terminal:RWA		<b>.</b>	Driver: Edludwia
Load :2312223			Driver: Ed Ludwig Truck: 418029
Serial #: 008-88037-28			Unit: 718027
PO#/HUD#	CTD ALCHE BU		
	STRAIGHT BIL ORIGINAL NOT	L OF LADING NEGOTIABLE	
CARRIER :Bennett Truck T	ransport LLC.,including Barrett Trans	port, Inc.,(SCAC) BTTI	US DOT : 60038
a division of Bei	nett Truck Transport,LLC.		MC-ICC 285766
1001 Industrial F	Parkway.PO Box 569,McDonough GA	30253.	
From: Shipper Address(On	igin):140460 T	O' Consigned Add	10
TRANSFORM	,	o: Consignee Address	
11857 BAY RIDGE DI	RIVE	EAST AHM DEVEL 611 HIGHWAY 903	
BURLINGTON,WA,982	233	CLE ELUM,WA,989	
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REVENCED the accord to the control of the control o			
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property under the contract) agress t	O Carry to its usual place of delices at a set a set	mout the contract as meening a	any person or corporation in possession of
destination. It is mutually agreed, as to	o each carrier all or any of said property over all of that every service to be performed becaused so	or any portion of said mute to de	seliver to another carrier on the route to sa
hereby certified that he is familiar wit	that every service to be performed hereunder sha to all the terms and conditions of the said bill of la	all be subject to all terms and or	onditions of the back of this bill of lading. Si
		ding, including those on the ba	ck hereof,set forth in BTTI 101 Rules Tenf
FOR PAYMENT, SEND BILL		REMIT C.O.D	
EAST AHM DEVELOR	PMENT @		
P O BOX 669			
CLE ELUM,WA,98922			
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Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 21 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 McDonough, GA 30253-9305 Invoice Date: Invoice Number: 06-OCT-08 MC 28766 2312225-00 BENNE 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 9892 0140320 BY: \_\_\_\_\_\_\_ Page \_1 \_ of \_\_1 EAST AHM DEVELOPMENT @ ပ P O BOX 669 CLE ELUM WA 98922

> (770) 957-1866 Tel. #: (800) 866-5500 Fax #: (800) 866-4420 (770) 957-7634

Div: 12 B/L Number: 008-88037-29 Miles: Truck: 480221 Trailer:

Driver Name: JAMES SOLER Date Shipped: 04-OCT-08

Pieces	Description	1 14/-1	I Weight I But I But			
1	15X42X12'10	Weight	Rate	Charges		
•		0	688.00 F	LT 688.00		
	FSC		400.00 F	LT 400.00		
	PERMITS		15.00 F	1		
	ESCORTS		291.25 F	1		
	SPOTTING CHARGE		464.75 F	1		
	DEADHEAD MILES		100.00 F	i i		
	AHM PILOT 1 TO HWY.		100.00 1	LT 100.00		
	C&H ALL THE WAY					
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Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

**PAY THIS AMOUNT** 

1,959.00 Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-29 Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Code: 01-626

08-00

Invoice Number:

2312225-00

Invoice Date:

06-OCT-08

Payment Due Date:

21-OCT-08

Total Amount Due:

1,959.00

Amount Enclosed:

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Date: 10-4-0% Terminal:RWA Load:2312225 Serial #: 008-88037-29 PO#/HUD#



Driver: JAMES Soler Truck: 480221

Unit

CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI

a division of Bennett Truck Transport,LLC.

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

US DOT: 600382 MC-ICC 285766

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 To: Consignee Address(Destination):140455

EAST AHM DEVELOPEMENT

611 HIGHWAY 903 CLE ELUM,WA,98922

5096741517

REMIT C.O.D

REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, Including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM,WA,98922

NO	Description		184 . 1 . 1 . 4			···
	15X42X12'10		Weight	Rate	Miles 150	Total 19590
Act of God: If shipper de-	clines Act of God waiver,put	no' here:				11010
Units for living purposes	exclusively:Unless a greater	value for the househ	old and person	al effect and/or fumist	ing,not a part of the	ie
unit, at point of manufacts	ure include in this shipment,i	s declared on this Bill	of Lading the s	hipper hereby release	s such property to	а
value not exceeding.Two	Hundred Fifty Dollars(\$250)	.00).\$	Signe	d:	, , , , , , , , , , , , , , , , , , , ,	_
Units for purposes other	then living purposes exclusive	ve.Unless a greater va	lue per unit an	d equipment is declare	ed on this Bill of	
Lading, the shipper hereb	y releases this shipment to a	a value not exceeding	Ten Thousand	Dollars(\$10,000.00)(	or each unit and	
equipment contained the	erein transported.i declare th	e excess valuation of	personal effect	s and furnishings to b	9 <b>\$</b>	
Signed:						
Shipper or Agent I hereb	y authorize this shipment ar	id make the declaration	n of values(if a	ny)and agree to the c	ontracr terms and	
conditions hereof Signed	<u> </u>	- · · · · · · · · · · · · · · · · · · ·	Date:		_	
Carrier Agent: Foregoing	shipment subject to declara	tion(if any)or relase te	rms and condit	ions herein,Bennett Ti	ruck	
Transport,LLC (If No Sign	nature,Need Pro Bill#).Signe	d:		Da	le:	
Payor/Shipper is liable fo	r all(1)structural and mechan	nical failure related dire	ectly to pay or/s	shipper's equipment a	s per Section I(d)o	f
	)toils,permits and state fees	as per applicable tarifi	f.			
C.O.D.FEE:	PREPAID:	COLLECT:	THIRD	PARTY :		
COD AMT \$	\$	\$	\$			
Subject to section 7 of co	inditions if the shipment is to	be delivered to the co	nsignee with o	ut recourse on the cor	signor,the consign	or
shall sign the following st	atement. The carrier shall no	t make delivery of this	shipment with	out payment of freight	and all other	
lawful charges,						
Signature of Consigneor:		<del></del>				
Delivery Release: I reque	st the Carrier park unit at de	livery site and I releas	e Carrier and [	Driver from any damag	es resulting from o	off
road parking, which could	be total destruction Signatur	re:			•	
Note:This is a release to	carrier for all damages and s	hortages unless noted	f hereon.No de	ims for any loss,dama	ige,injury or delay	
	ful charges have been paid t			·		
SHIPPER	C	ARRIER	. 0	CONSIGNEE	A	,
PER:		PER:	n Sol	PER: C	SKRIP DO	)N

C+H allthe Way

#### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 23 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 06-OCT-08 2312226-00 MC 28766 0140460 12-0140455 Truck Transport, LLC TRANSFORM EAST AHM DEVELOPEMENT Consign 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON WA 98233** STORAGE LOT CLE ELUM,WA,989 ECET 0140320 EAST AHM DEVELOPMENT @ Page of P O BOX 669 CLE ELUM WA 98922

Div: 12 B/L Number: 008-88037-30 Miles: Truck: 418029 Trailer: Driver Name: EDWARD LUDWIG Date Shipped: 05-OCT-08 **Pieces** Description Weight Rate Charges 11X37X12'10 680.00 FLT 0 680.00 **FSC** 200.00 FLT 200.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 300.00 FLT 300.00 **DEADHEAD MILES** 100.00 FLT 100.00 1,295.00 PAY THIS AMOUNT Payment within 15 days, per I.C.C. Regulations.

> 08-009 To ensure proper credit, please detach this portion and region with remittance.

BOL No.: 008-88037-30 Bill To: 0140320

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

20de: 01-626 2rice: \$1295.00

Tel. #: (800) 866-5500

Fax #: (800) 866-4420

(770) 957-1866

(770) 957-7634

Invoice Number:

2312226-00

Currency: USD

Invoice Date:

06-OCT-08

Payment Due Date:

21-OCT-08

Total Amount Due:

1,295.00

Amount Enclosed:

Terminal:RWA Load :2312226 Serial # : 008-88037-30 O#/HUD# STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI US DOT: 600382 a division of Bennett Truck Transport, LLC. MC-ICC 285766 1001 Industrial Parkway.PO Box 569,McDonough GA 30253. From: Shipper Address(Origin):140460 To: Consignee Address(Destination):140455 TRANSFORM EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE **611 HIGHWAY 903** BURLINGTON,WA,98233 CLE ELUM, WA, 98922 5096741517 REVEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agress to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff. FOR PAYMENT, SEND BILL TO: REMIT C.O.D EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM,WA,98922 NO Description 11X37X12'10 Weight Rate Act of God: If shipper declines Act of God waiver, put no here: Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars (\$250.00).\$\_\_\_ \_Signed:\_ Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading,the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars(\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$\_\_\_ Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed:\_ Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (If No Signature,Need Pro Bill#).Signed:\_ Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls,permits and state fees as per applicable tariff. PREPAID: COLLECT: THIRD PARTY: C.O.D.FEE: COD AMT \$ S Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other Signature of Consigneor: Delivery Release: I request the Carrier park unit at delivery site and I release Cerner and Driver from any damages resulting from off road parking, which could be total destruction Signature:

Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

Fel Ludwig PER: OK Per Don

will be paid unless all lawful charges have been paid to carrier

SHIPPER PER:

#### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 25 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: McDonough, GA 30253-9305 Invoice Number: 06-OCT-08 MC 28766 2312228-00 0140460 12-0140455 Truck Transport, LLC U U U U U U U U U U **TRANSFORM** hipper EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 ECEIVA EAST AHM DEVELOPMENT @ Page 0 P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-31 Truck: 418029 Trailer: Driver Name: EDWARD LUDWIG Date Shipped: 06-OCT-08 Pieces Description Weight Rate Charges 1 12'7X72X12'10 0 688.00 FLT 688.00 **FSC** 450.00 FLT 450.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 414.75 FLT 414.75 **DEADHEAD MILES** 100.00 FLT 100.00 **USED AHM PILOTS** Job: <u>08-009</u> Code: <u>0/-626</u> Price: \$ 1667.<sup>75</sup> **PAY THIS AMOUNT** 1,667.75 Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD To ensure proper credit, please detach this portion and return with remittance. BOL No.: 008-88037-31 Bill To: 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922

Please send payments to:

Invoice Number:

2312228-00

Invoice Date:

06-OCT-08

payments to: Payment Due Date:

21-OCT-08

Bennett Truck Transport, LLC P.O. Box 100005 McDonough, GA 30253-9305

Total Amount Due:

1,667.75

Amount Enclosed:

	<del>,-</del>			
Date: 10-60	· <b>%</b>		Driver:	- ( 1 1 1 1 1 1 1 1 1 1 9
Terminal:RWA	•		Truck	Ed Ludwi'g 18029
Load :2312228			Unit:	18029
Serial # : 008-88037-3	1		Om.	7
PO#/HUD#		GHT BILL OF LAD	DCC	
- CHITOOH		GITT BILL OF LAD NAL NOT NEGOTIAB		
CARRIER :Bennett	Truck Transport LLC.,including	Barrett Transport, Inc. (SCA	AC) BITI	US DOT : 600382
	of Bennett Truck Transport,LL		,	MC-ICC 285766
	ustrial Parkway.PO Box 569,Mc			1110 100 2001 00
From: Shipper Addr	ress(Origin):140460	To: Consigne	e Address(Destination	on):140455
TRANSFORM		•	M DEVELOPEMENT	•
11857 BAY R	DGE DRIVE		HWAY 903	•
BURLINGTON,	WA.98233		M,WA,98922	
	,	50967415		
REVEIVED the property de	escribed below,in apparent good order,e	xcept as noted(contents and conditi	ons of contents of package	s unknown),marked,cosigned, an
destined as shown above,	which said carrier(the word carrier being	understood throughout the contract	as meaning any person or	corporation in possession of the
property under the contract destination it is mutually as	t) agress to carry to its usual place of de	recognition of a said destination if on its rou	te,otherwise deliver to ano	ther carrier on the route to said
interested in all or any said	greed,as to each carrier all or any of said I property,that every service to be perfor	a property over all or any portion of s med hereunder shall be subject to a	iala route to destination,an Il ferms and conditions of t	o as to each party at any time he back of this bill of lading Chinn
hereby certified that he is for	amilier with all the terms and conditions	of the said bill of lading, Including th	ose on the back hereof,set	forth in BTTI 101 Rules Tariff.
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FOR PAYMENT, SE	ON SHULLION	REMIT C.O.D	)	
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	EVELOPMENT @	NEIWIY O.O.L		
EAST AHM D P O BOX 669		NEIWIT C.C.L		
	EVELOPMENT @	NEIMIT O.O.E		
P O BOX 669	EVELOPMENT @		Rate	Miles Total
P O BOX 669 CLE ELUM,WA	EVELOPMENT @	Weight	Rate	Miles Total
P O BOX 669 CLE ELUM,WA	EVELOPMENT @  A,98922  Description 12'7X72X12'10	Weight	Rate	
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Sent By: Bennett Truck Transport; To: BMT SEATAC At: 12088708775 503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for Bast AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cie Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cie Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chansis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or fer any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §18106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Best AHM Development Bennett Truck Transport, LLC

By: OK Per Day

096 CHOOCLAGE-INCLUDEALS - INTO APAIT A ARM I INVESTIGATED VALUE CARGO DEFURANCE WATVERSOODS due

By: \_\_\_\_\_

#### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 28 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: Invoice Number: McDonough, GA 30253-9305 MC 28766 08-OCT-08 2312229-00 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEMENT ign 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** Consi STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page 1 of <u>0</u> P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-32 Miles: Truck: 416817 Trailer: Driver Name: DAVID HYNDMAN Date Shipped: 07-OCT-08 Pieces Description Weight Rate

Charges 15X72X12'10 0 688.00 FLT 688.00 FSC 431.50 FLT 431.50 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 450.00 FLT 450.00 Job: 08-009 Code: 01-626 Price: \$1644. **DEADHEAD MILES** 100.00 FLT 100.00 **USED AHM PILOTS** 1,684.50 **PAY THIS AMOUNT** 

Payment within 15 days, per I.C.C. Regulations.

Please send payments to:

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-32 Bill To:

0140320

**EAST AHM DEVELOPMENT @** 

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2312229-00

Invoice Date:

08-OCT-08

Payment Due Date:

23-OCT-08

**Bennett Truck Transport, LLC** P.O. Box 100005

**Total Amount Due:** 

1,684.50

McDonough, GA 30253-9305

Amount Enclosed:

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Sent	Bv:	Bennett	Truck	Tra	hsport:
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503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

To: BMT SEATAC

At: 12088708775

### RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2003, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Weiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is espable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or fer any consequential, incidental, indirect or special damages; (iii)

CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the psekaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv)

CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §1\$106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party sersing the other party.

one party against the other party.

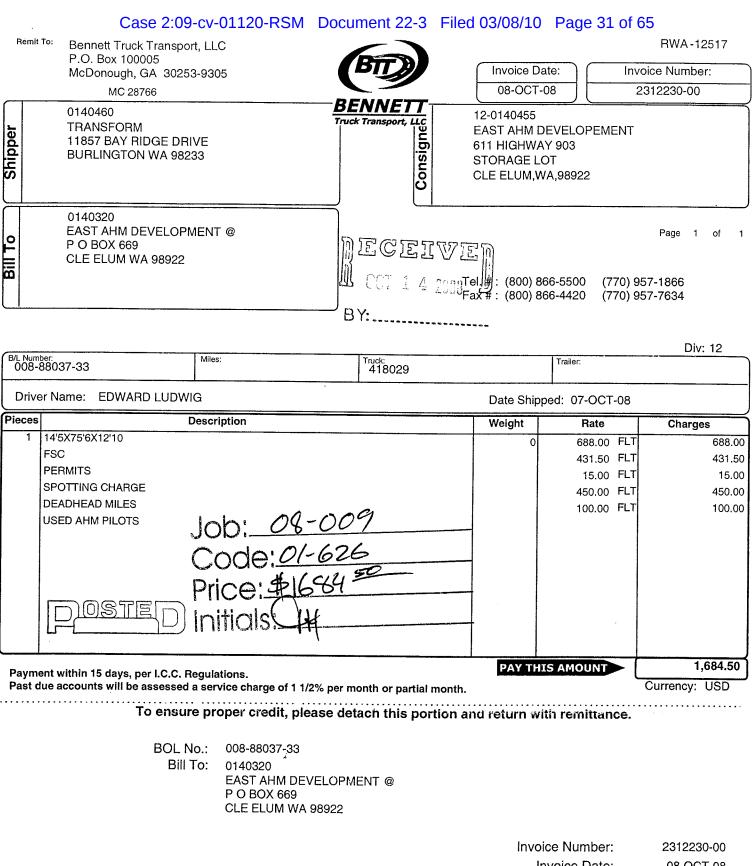
IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of Septembor, 2008.

CONSIGNOR/CONSIGN EE: CARRIER: Bennett Truck Transport, LLC

By: OK Pu Dov By: \_\_\_\_\_\_

0.99 chooclase-inclinated cals-interplated area is desirable value. Calso infurance waive about AHM

ton M



Please send payments to:

Invoice Date:

08-OCT-08

Bennett Truck Transport, LLC

Payment Due Date:

23-OCT-08

P.O. Box 100005

Total Amount Due:

1,684.50

McDonough, GA 30253-9305

Amount Enclosed:

Date: 10-7-7-8
Terminal:RWA
Load:2312230
Serial #: 008-88037-33
PO#/HUD#



Driver: Ed Lubwig
Truck: 418029

ORIGINAL -- NOT NEGOTIABLE

CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI

a division of Bennett Truck Transport, LLC.

1001 Industrial Parkway PO Box 569, McDonough GA 30253.

US DOT: 600382 MC-ICC 285766

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE ORIVE BURLINGTON,WA,98233 To: Consignee Address(Destination):140455

EAST AHM DEVELOPEMENT

611 HIGHWAY 903 CLE ELUM,WA,98922

5096741517

REMIT C.O.D

REVEIVED the property described below, in apparent good order, except as noted(contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of the back of this bill of lading. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO:

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM, WA, 98922

NO	<b>Description</b> 14'5X75'6X12'10		Weight	Rate	Miles Total 150 1684.
Act of God: If shipper decli	nes Act of God waiver, put	no' here:			· · · · · · · · · · · · · · · · · · ·
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value not exceeding.Two I	dundred Fifty Dollars(\$250)	.00).\$	Signe	d:	
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Lading, the shipper hereby	releases this shipment to	a value not exceed	ing Ten Thousand	Dollars(\$10,000.00)for	each unit and
equipment contained there	ein transported.I declare th	e excess valuation	of personal effect	s and furnishings to be	\$
Signed:					
Shipper or Agent: I hereby	authorize this shipment ar	id make the declar	ation of values(if a	ny)and agree to the co	ntracr terms and
conditions hereof Signed:_			Date:		_
	hipment subject to declara				ıck
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C.O.D.FEE :	PREPAID:	COLLECT	: THIRD	PARTY:	
COD AMT \$	\$	\$	\$		
Subject to section 7 of con					
shall sign the following sta	tement. The camer shall no	t make delivery of	this shipment with	out payment of freight	and all other
lawful charges.					
lawful charges. Signature of Consigneor:_					
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Signature of Consigneor:_	t the Carrier park unit at de	·-	ease Carrier and I	Oriver from any damage	es resulting from off
Signature of Consigneor:_ Delivery Release: I reques	t the Carrier park unit at de se total destruction Signatu	re:			· ·
Signature of Consigneor:_ Delivery Release: I reques road parking, which could be	t the Carrier park unit at de te total destruction Signatu arrier for all damages and s	re: shortages unless n			· ·
Signature of Consigneor:_ Delivery Release: I reques road parking, which could b Note: This is a release to ca	t the Carrier park unit at de se total destruction Signatu arrier for all damages and s al charges have been paid	re: shortages unless n			· ·

Sent By: Bennett Truck Transport;	503 981 4094;	8ep-11-08	2:04PM;	Page 1/
INTERNAL MEDIAL ATT 12008/00//	· D			

### RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cie Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cie Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100,00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

damage during transport is any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii)

CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv)

CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEB's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

one party against the other IN WITNESS WI 2008.		ve executed this Agreement as of the day of September,
CONSIGNOR/CONSIGN East AHM Development	EE:	CARRIER: Bennett Truck Transport, LLC
By: OKPU	Doz	Ву:

102 CNOCCASI-INCHMILOCALS-INTERMINIST ARM I BHOM/AMMERI HASED VALUE-CABGO RIBURANCE WAIVIERSONS AND AHM.

Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 34 of 65 Remit To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Date: McDonough, GA 30253-9305 Invoice Number: 2312231-00 MC 28766 09-OCT-08 BENNE 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEMENT Consign 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page 1 0 P O BOX 669 CLE ELUM WA 98922 OCT 1 4 2008 Tel. #: (800) 866-5500 (770) 957-1866

| Div: 12 | Div: 12 | Div: 12 | Div: 12 | Div: 12 | Div: 12 | Div: 12 | Div: 12 | Div: Name: | DAVID HYNDMAN | Date Shipped: 08-OCT-08 | Div: 12 |

Pieces	Description	Weight	Rate	Charges
1	12'7X72X12'10	0	688.00 FLT	688.00
	FSC		431.50 FLT	431.50
	PERMITS		15.00 FLT	15.00
	ESCORTS		376.25 FLT	376.25
	SPOTTING CHARGE		433.25 FLT	433.25
	DEADHEAD MILES JOB: 08-009		100.00 FLT	100.00
	DOWNTIME DRIVER CONTRACTOR OF 1		130.00 FLT	130.00
	USED C&H PILOTS COde: 01-626		100.00	100.00
	TRANSFORM \$130.00 DT Price: \$21.74.			
	DOSTED Initials: 4			
Payme	ent within 15 days, per LC.C. Regulations	PAY TH	IS AMOUNT	2,174.00

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-34 Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number:

Fax #: (800) 866-4420

(770) 957-7634

2312231-00

Invoice Date:

09-OCT-08

Payment Due Date:

24-OCT-08

Total Amount Due:

2,174.00

Amount Enclosed:

Date 10-8-08		A	Driver: DA	E HYIIdMAN
Terminal:RWA			Truck: U/	6817
Load :2312231			Unit:	* - , ,
Serial # : 008-88037-34				
PO#/HUD#	STRAIGI	IT BILL OF LAD	ING	
	ORIGINA	L NOT NEGOTIAB		
CARRIER :Bennett Truc	* Transport LLC.,including Bar	теtt Transport, Inc.,(SCA	IC) BTTI	US DOT: 600382
a division of	Bennett Truck Transport,LLC.			MC-ICC 285766
1001 Industri	al Parkway.PO Box 569,McDor	rough GA 30253.		
From: Shipper Address	(Origin):140460	To: Consigne	e Address(Destination	·):140455
TRANSFORM		EAST AH	IM DEVELOPEMENT	
11857 BAY RIDGE	EDRIVE	611 HIGH	HWAY 903	
BURLINGTON,WA,	98233	CLE ELU	M,WA,98922	
		50967415	517	
property under the contract) agreed destination. It is mutually agreed interested in all or any said prop	said camer (the word carrier being unde sess to carry to its usual place of delivery as to each carrier all or any of said pro- perty, that every service to be performed or with all the terms and conditions of the	y at said destination,if on its rou perty over all or any portion of s hereunder shall be subject to a	rle, otherwise deliver to anoth taid route to destination, and all terms and conditions of the	er carrier on the route to said as to each party at any time : back of this bill of lading.Shippe
FOR PAYMENT, SEND	BILL TO:	REMIT C.O.D	)	
EAST AHM DEVE	ELOPMENT @			
P O BOX 669				
CLE ELUM,WA,98	922			
NO	Description 12'7X72X12'10	Weight	Rate	Miles 150 2174
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-	undred Fifty Dollars(\$250.00).\$	Signe		
	in living purposes exclusive.Unless			
	eleases this shipment to a value no			
Signed:	in transported.I declare the excess	valuation of personal effect	is and immissings to be \$	
	authorize this shipment and make t	he declaration of values/if a	nov)and agree to the cont	racr terms and
conditions hereof Signed:	and any inventoring indicate	Date:		ios, terrio una
	ipment subject to declaration(if any			k
Transport, LLC (If No Signal			Date:	
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	ls,pennits and state fees as per ap	•		
C.O.D.FEE:			PARTY:	
COD AMT \$	\$ \$	\$		
	itions if the shipment is to be delive ement.The carrier shall not make de			
lawful charges.				
Signature of Consigneor:				
· · · · · · · · · · · · · · · · · · ·	the Carrier park unit at delivery site	and I release Carrier and I	Driver from any damages	resulting from off
-	total destruction Signature:			
	rier for all damages and shortages		aims for any loss,damage	e,injury or delay
•	charges have been paid to carrier		,	
SHIPPER	CARRIER -	1	// CONSIGNEE	

104 AHM PER:\_

Rent Ry. Rennett Truck Trebenort:	503 981 4094;	8ep-11-08	2 · 04PM ·	Page 1/1
Bent By: Bennett Truck Transport;	303 BD1 4084;	96h-11-00	Z.UHTM;	tage iti

# RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSKINOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any arrount above the released value and to all forms.

damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii)

CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv)

CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §1\$106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

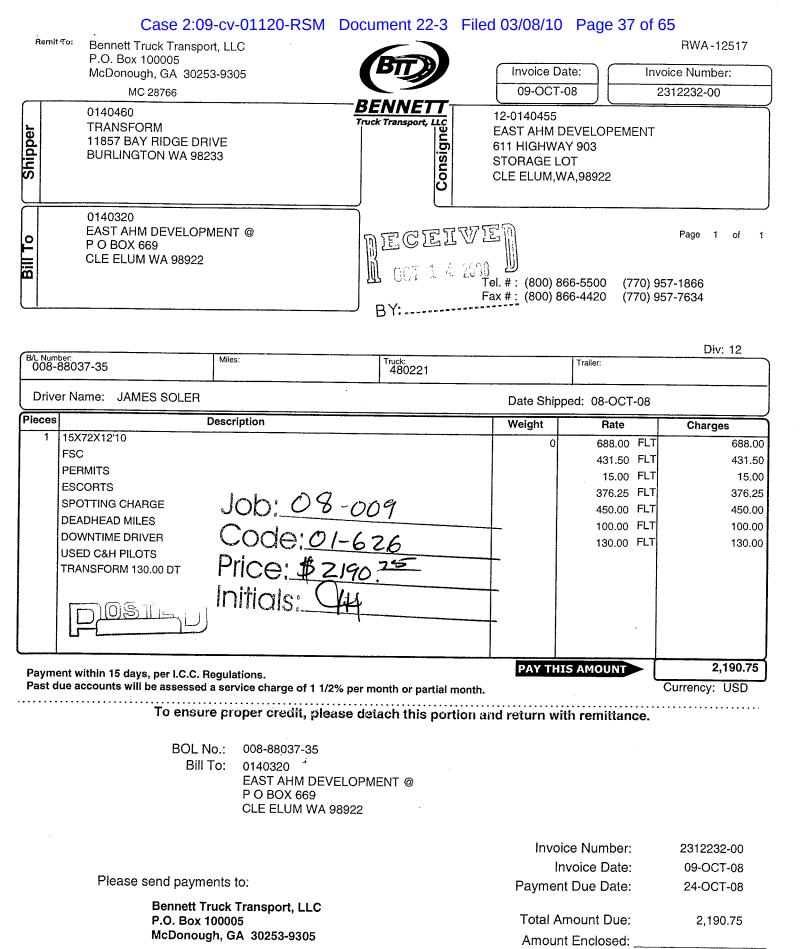
One party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Beast AHM Development Bennett Truck Transport, LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

105 CNOCCHE-INGERICOCALS-INTER-PARTY ARM INTERPRETATION PROGRAMME WARVERMOOD AND ARM INTERPRETATION OF THE PARTY ARM INTERPRET



Date 10-8-08	/	4.05	Driver: , ) A	1 501-00
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		Barrett Transport, Inc.,(SCA	C) BTTI	US DOT : 600382
	of Bennett Truck Transport,L			MC-ICC 285766
1001 Indu	strial Parkway.PO Box 569,M	cDonough GA 30253.		
From: Shipper Addre	ess(Origin):140460	To: Consigned	e Address(Destination	):140455
TRANSFORM		EAST AH	M DEVELOPEMENT	
11857 BAY RIC	GE DRIVE	611 HIGH	1WAY 903	İ
BURLINGTON,V		CLE ELU!	M,WA,98922	
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property under the contract; destination. It is mutually agi interested in all or any said	agress to carry to its usual place of d reed, as to each carrier all or any of sa property, that every service to be perfo	ng understood throughout the contract delivery at said destination, if on its rout aid property over all or any portion of s ormed hereunder shall be subject to all as of the said bill of lading, including the	ie,otherwise deliver to anoth aid route to destination,and I terms and conditions of th	ner camer on the route to said as to each party at any time a back of this bill of lading. Shipper
FOR PAYMENT, SE	ND BILL TO:	REMIT C.O.D	1	
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Sent_i	By: Bennett	Truck Transport;	503 981 4094;	8ep-11-08	2:04PM;	Page 1/1
To: BI	MT SEATAC	At: 12068708775		1	•	•

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport is any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or huniness interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §18106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of coursel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Best AHM Development Bennett Truck Transport, LLC

By: Ok Per Don By: \_\_\_\_\_\_ By: \_\_\_\_\_\_

CHOOCURE-INCHMELOCALE-INTH-PRITTY ARMS SHARING MARKET RASPED VALUE CARGO INSURANCE WAS VERNOUSE LA

#### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 40 of 65 Remît To: RWA-12517 Bennett Truck Transport, LLC P.O. Box 100005 Invoice Number: Invoice Date: McDonough, GA 30253-9305 09-OCT-08 2314626-00 MC 28766 BENNET 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page 1 of **1**0 P O BOX 669 CLE ELUM WA 98922 (770) 957-1866 作的. #: (800) 866-5500 Fax #: (800) 866-4420 (770) 957-7634

Div: 12 B/L Number: 008-88037-36 Miles: Truck: 416817 Trailer: Driver Name: DAVID HYNDMAN Date Shipped: 09-OCT-08

4.4153/77510344-014-0			Rate	Charges
14'5X75'6X12'10		0	688.00 FLT	688.00
FSC			401.54 FLT	401.54
PERMITS			15.00 FLT	15.00
ESCORTS			376.25 FLT	376.25
SPOTTING CHARGE			480.00 FLT	480.00
DEADHEAD MILES	10h: 04-009		100.00 FLT	100.00
USED C&H PILOTS		<del> </del>		
	Code: 01-626			
	Price: \$ 2060,79			
	Initials: 944			
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	PERMITS ESCORTS SPOTTING CHARGE DEADHEAD MILES USED C&H PILOTS	PERMITS ESCORTS SPOTTING CHARGE DEADHEAD MILES USED C&H PILOTS  Code: 01-626 Price: \$2060.79 Initials: 944	PERMITS ESCORTS SPOTTING CHARGE DEADHEAD MILES USED C&H PILOTS  COde: 01-626  Price: \$ 2060.79  Initials: 144	FSC PERMITS ESCORTS SPOTTING CHARGE DEADHEAD MILES USED C&H PILOTS  COde: 01-626 Price: \$\frac{2060}{79}\$ Initials: \$\frac{15.00}{401.54}\$ FLT

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

008-88037-36 **BOL No.:** Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2314626-00

Invoice Date:

09-OCT-08

Please send payments to: Payment Due Date: 24-OCT-08

Bennett Truck Transport, LLC P.O. Box 100005

Total Amount Due:

2,060.79

McDonough, GA 30253-9305

Amount Enclosed: \_\_\_

Date: 10 9 0 8 Terminal:RWA Load:2314626 SERIAL #: 008-88037-36 PO#/HUD#	Unit	er: DAUE HY *: 416817 DAMOUNT:	ndmm
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a division of Bennett Truck Transport,LLC 1001 Industrial Parkway.PO Box 569,McD		US DOT : MC-ICC	
From: Shipper Address(Origin):140460	To: Consistent Alle		
TRANSFORM	To: Consignee Address(Des	tination):140455	
11857 BAY RIDGE DRIVE	EAST AHM DEVELOPE	MENT	
BURLINGTON,WA,98233	611 HIGHWAY 903		
3607559130	CLE ELUM,WA,98922 5096741517		
RECEIVED the property described below in apparent good order except destined as shown above, which said carrier (the word carrier being und property under the contract) agress to carry to its usual place of deliver destination. It is mutually agreed, as to each carrier all or any of said property, that every service to be performed thereby certified that he is familier with all the terms and conditions of the	pt as noted (contents and conditions of contents of pa derstood throughout the contract as meaning any per yall said destination, if on its route, otherwise deliver operty over all or any conditions.	to another carrier on the roc	SSION Of the
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Sent By: Bennett Truck Transport; Fo: BMT BEATAC At: 12068708775	503 981 4094;	8ep-11-08 2:04PM;	Page 1/1
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# RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit = #
and any components thereof or contents therein (the "UNIT") for East AHM Development (the
"CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a
mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge
Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922
for intended installation into a complex with other modular condominium units on or about mid September 2003,
Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released
Value/Cargo Insurance Wriver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long
and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and
therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to
perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations,
indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100,00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or fer any consequential, incidental, indirect or special damages; (iii)

CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNOR/CONSIGNEE was a small indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released value, and shall indemnify, protect, defend this Assembly in the control of the control of the released value, and shall indemnify, protect, defend

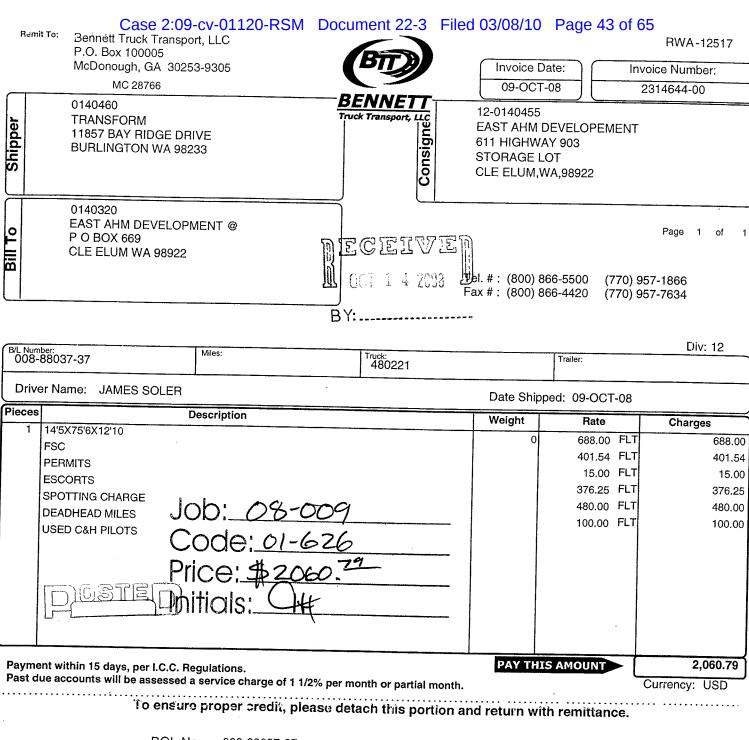
This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §1 \$106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the one party against the other party.

IN WITTINGS AGREEMENT

eds have executed this Agreement as of the day of September,
CARRIER: Bennett Truck Transport, LLC
Ву:

CHOOCUME-INCHESCOCALS-INTERPRETED AND INFORMATION AND INFORMATION OF THE CARGO INFORMATION WATERWOODS

11·1 AHM



BOL No.: 008-88037-37

Bill To: 0140320 4

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number:

2314644-00

Invoice Date:

09-OCT-08

Payment Due Date:

24-OCT-08

Total Amount Due:

2,060.79

Amount Enclosed:

Date: 10-9-08			Driver:	Sole	
Terminal:RWA			Truck: 480		
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Sent By: Bennett Truck Trehaport; To: BMT SEATAC At: 1208 At: 12088708775 503 981 4094;

Sep-11-08 2:04PM;

Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any domponents thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payor of the freight charges and maintains a mailing address of P.O. Box 669, Cie Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chansis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the prioing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate.

Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in nd event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, essembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNER's distinct needs, and both CDNSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §1\$106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of

one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_day of September, 2008. CARRIER: CONSIGNOR/CONSIGNEE: Bennett Truck Transport, LLC Bust AHM Development By: OK Per

CHOCCIMIC-INSHAROCALS-INTERPRETE ARM INVOLVEMENTARIA RARRO VALIBI-CARGO INMURANCE WALVERHOODS, SHE

# Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 46 of 65

Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: McDonough, GA 30253-9305 Invoice Number: MC 28766 10-OCT-08 2314659-00 BENNE 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** onsi STORAGE LOT CLE ELUM,WA,98922 0140320 EAST AHM DEVELOPMENT @ ၉ P O BOX 669 CLE ELUM WA 98922 BIII Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420

Div: 12 B/L Number: 008-88037-40 Miles: Truck: 416817 Trailer: Driver Name: DAVID HYNDMAN Date Shipped: 10-OCT-08 **Pieces** Description Weight Rate Charges 11X36'3X12'10 0 680.00 FLT 680.00 FSC 200.00 FLT 200.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 300.00 FLT 300.00 **DEADHEAD MILES** 100.00 FLT 100.00 SHUFFLE HOUSES 65.00 FLT 65.00 Job: 06-009 Code: 01-626 Price: \$1360. **PAY THIS AMOUNT** 1,360.00

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

(770) 957-7634

To ensure proper credit, please detach this portion and return with remittance.

**BOL No.:** 

008-88037-40

Bill To:

0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2314659-00

Invoice Date:

10-OCT-08

Payment Due Date:

25-OCT-08

Bennett Truck Transport, LLC

P.O. Box 100005

Please send payments to:

McDonough, GA 30253-9305

Total Amount Due:

1,360.00

Amount Enclosed: \_

Date : 10-10-08 Terminal:RWA			Driver: DAU	E HYND	MAN
Load :2314659			Truck: Unit: 4/68	<i>(17)</i>	
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	CTD AICHT	BILL OF LADIN			
PO#/HUD#		NOT NEGOTIABLE			
	V/200717 14.2				
CARRIER :Bennett Truck Transpor	t LLC.,including Barrett	Transport, Inc.,(SCAC)	BTTI	US DOT: 60	0382
a division of Bennett Tru				MC-ICC 285	5766
1001 Industrial Parkway		h GA 30253.			
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TRANSFORM		EAST AHM	DEVELOPEMENT		
11857 BAY RIDGE DRIVE		611 HIGHV	VAY 903		
BURLINGTON,WA,98233		CLE ELUM,	WA,98922		
3607559130		5096741517	,		
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property under the contract) agress to carry to	ts usual place of delivery at s	aid destination, if on its route,	otherwise deliver to anoth	er camer on the fould as to each marks of as	e to SBIO v fime
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FOR PAYMENT, SEND BILL TO:		REMIT C.O.D			
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SHIPPER PER:

will be paid unless all lawful charges have been paid to carrier

CARRIER-

Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 48 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: McDonough, GA 30253-9305 Invoice Number: MC 28766 13-OCT-08 2314650-00 0140460 Truck Transport, LLC 12-0140455 TRANSFORM EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ P Page of P O BOX 669 CLE ELUM WA 98922 DECEIV B #: (800) 866-5500 (770) 957-1866 Faz#: (800) 866-5500 (770) 957-7634 Div: 12 B/L Number: 008-88037-38 Miles: Truck: 480221 Trailer: Driver Name: JAMES SOLER Date Shipped: 10-OCT-08 **Pieces** Description Weight Rate Charges 15X72X12'10 0 688.00 FLT 688.00 FSC 401.54 FLT 401.54 **PERMITS** 15.00 FLT 15.00 **ESCORTS** 376.25 376.25 FLT SPOTTING CHARGE Job: <u>08-009</u> Code: 01-626 Price: \$2255, <sup>22</sup> 480.00 FLT 480.00 **DEADHEAD MILES** 100.00 FLT 100.00 SHUFFLE HOUSES 195.00 FLT 195.00 USED C&H PILOTS **PAY THIS AMOUNT** 2,255.79 Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD To ensure proper credit, please detach this portion and return with remittance. BOL No.: 008-88037-38 Bill To: 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 Invoice Number: 2314650-00 Invoice Date: 13-OCT-08 Please send payments to: Payment Due Date: 28-OCT-08 Bennett Truck Transport, LLC P.O. Box 100005 Total Amount Due: 2,255.79 McDonough, GA 30253-9305 Amount Enclosed:

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CARRIER

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Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cie Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cie Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

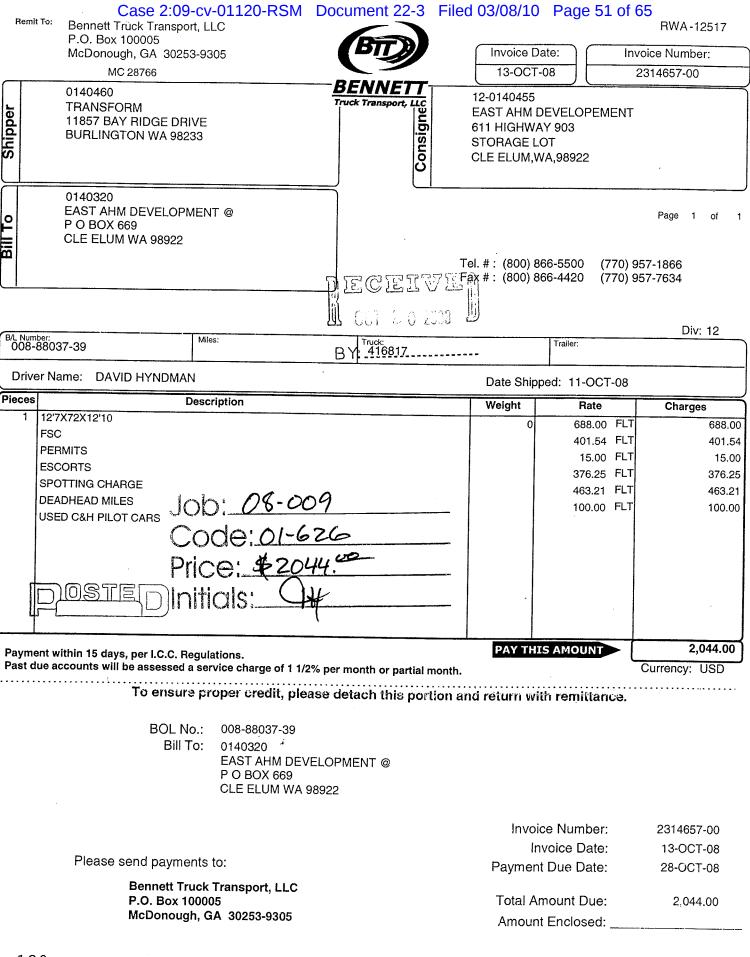
This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offixed by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim samages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC \$1\$106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both perties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

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CONSIGNOR/CONSIGN East AHM Development	BB:	CARRIER: Bennett Truck Transport, LLC
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# RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - #
and any domponents thereof or contents therein (the "UNIT") for East AHM Development (the
"CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a
mailing address of P.O. Box 669, Cle Elium, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge
Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elium, WA 98922
for intended installation into a complex with other modular condominium units on or about mid September 2008,
Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released
Value/Cargo Insurance Wriver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long
and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and
therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to
perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations,
indetunifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii)

CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNOR/CONSIGNOR/CONSIGNOE are any amount in excess of the released value, and shall indemnify, protect, defend this Agreement is to recall the manufacture of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §18106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the one party against the other party.

advice of counsel, and the effore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

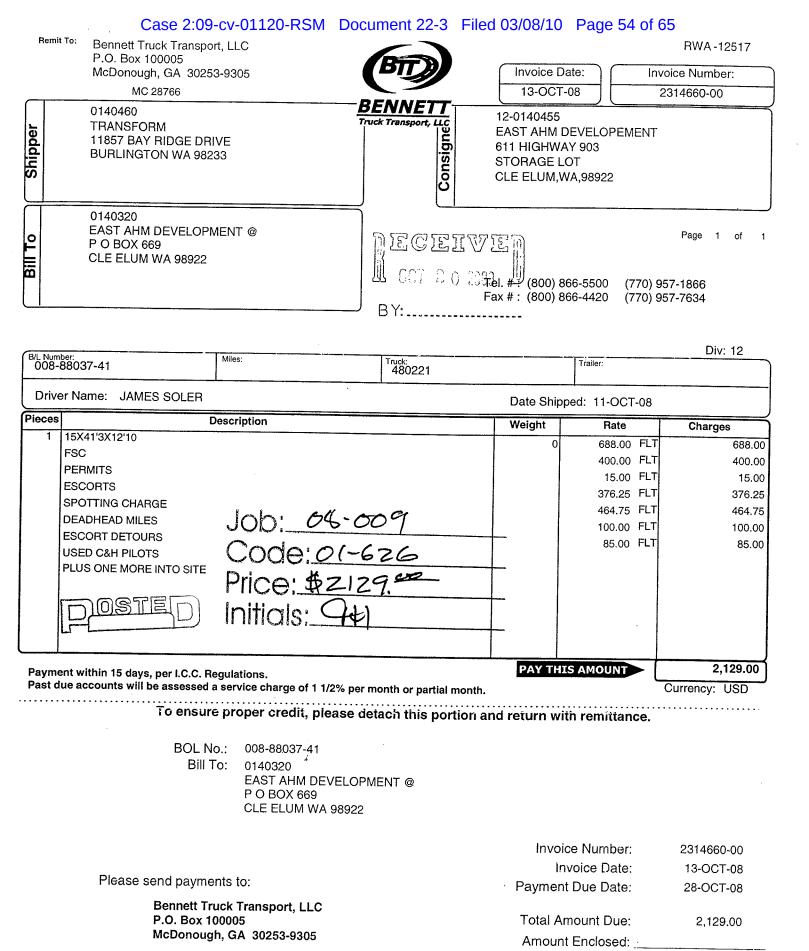
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### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 56 of 65 Remit To: Pennett Truck Transport, LLC RWA-12517 P.O. Box 100005 McDonough, GA 30253-9305 Invoice Date: Invoice Number: 13-OCT-08 MC 28766 2314661-00 BENNE Truck Transport, LLC 0140460 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page ို of P O BOX 669 CLE ELUM WA 98922 B Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-42 Miles: Truck: 418029 Trailer Driver Name: EDWARD LUDWIG Date Shipped: 11-OCT-08 Pieces Description Weight Rate Charges 13X3712'10 688.00 FLT 688.00 **FSC** 250.00 FLT 250.00 **PERMITS** 15.00 FLT 15.00 **ESCORTS** SPOTTING CHARGE JOB: 08-009 DEADHEAD MILES USED C&H AND CINDY PILOTS COCE: 01-626 170.00 FLT 170.00 242.00 FLT 242.00 100.00 FLT 100.00 1,465.00 **PAY THIS AMOUNT** Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-42 Bill To: 0140320 \*

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2314661-00

Invoice Date:

13-OCT-08

Payment Due Date:

28-OCT-08

Total Amount Due:

1,465.00

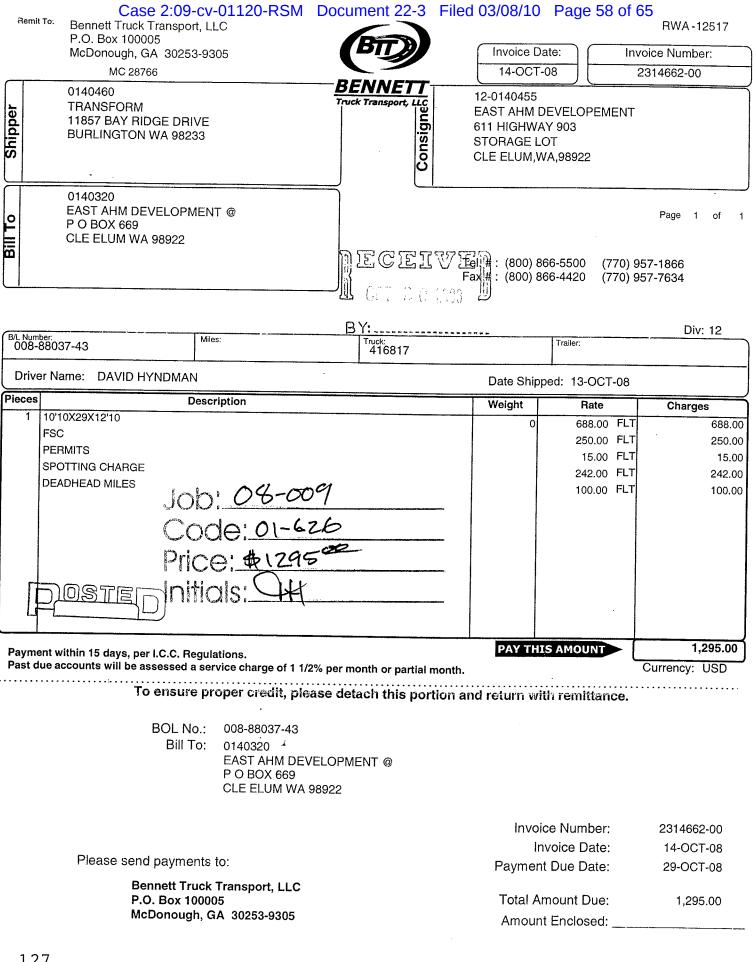
Amount Enclosed:

Please send payments to:

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

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CARRIER

SHIPPER

PER:

### Case 2:09-cv-01120-RSM Document 22-3 Filed 03/08/10 Page 60 of 65 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 McDonough, GA 30253-9305 Invoice Date: Invoice Number: MC 28766 14-OCT-08 2314663-00 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ Page 0 of P O BOX 669 CLE ELUM WA 98922 Tel. # (800) 866-5500 (770) 957-1866

Div: 12 B/L Number: 008-88037-44 Miles: Truck: 480221 Trailer: Driver Name: JAMES SOLER Date Shipped: 14-OCT-08 Pieces Description Weight Charges Rate 10 14'2X34X12'10 688.00 FLT 688.00 FSC 400.00 FLT 400.00 **PERMITS** 15.00 FLT 15.00 **ESCORTS** 376.25 FLT 376.25 SPOTTING CHARGE Job: <u>08-009</u> Code: <u>01-626</u> 464.75 FLT 464.75 MOTEL 100.00 FLT 100.00 USED 2 C&H PILOTS Price: \$204400 **PAY THIS AMOUNT** 2,044.00 Payment within 15 days, per I.C.C. Regulations.

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-44 Bill To: 0140320

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

EACT ALIMAD

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number:

Fax #: (800) 866-4420

(770) 957-7634

2314663-00

Currency: USD

Invoice Date:

14-OCT-08

Payment Due Date:

29-OCT-08

Total Amount Due:

2,044.00

Amount Enclosed: \_

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Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off

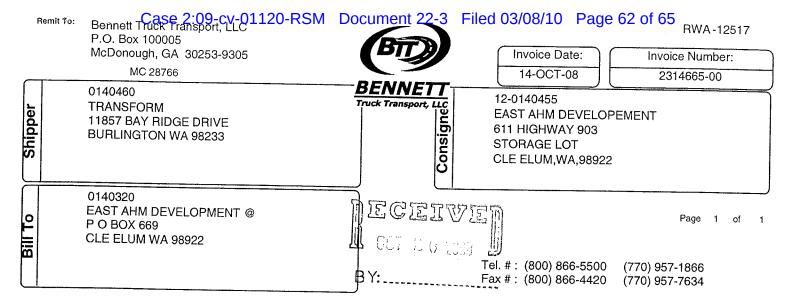
Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

CARRIER

SHIPPER PER:\_\_\_

road parking, which could be total destruction Signature:\_

will be paid unless all lawful charges have been paid to carrier



B/L Numl	per: 38037-45	Miles:	Truck: 418029		Trailer:	Div: 12
	30007-43		418029			
	r Name: EDWARD L	UDWIG		Date Shippe	d: 14-OCT-08	
Pieces		Description		Weight	Rate	Charges
- 1	11X67X12'10 FSC			0	688.00 FLT	688.0
- 1	PERMITS				250.00 FLT	250.00
- 1	SPOTTING CHARGE				15.00 FLT	15.0
1	MOTEL				242.00 FLT	242.00
					100.00 FLT	100.00
		Job: 0	8-009			
ĺ		Code: <u>01</u>	-626	-		
	POSTE	Job: <u>0</u> Code: <u>0</u> Price: <u>\$12</u> Initials:(	95.ºº	-		
'ayme	nt within 15 days, per l.	C.C. Regulations.	1/29/ por month or motific	PAY THIS	AMOUNT	1,295.00

pe assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.:

008-88037-45

Bill To:

Please send payments to:

0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2314665-00

Invoice Date:

14-OCT-08

Payment Due Date:

29-OCT-08

Bennett Truck Transport, LLC P.O. Box 100005

Total Amount Due:

1,295.00

McDonough, GA 30253-9305

Amount Enclosed: \_\_\_\_

Date: 10-14-03	3		Driver: 🗗	Ed Ludwig 418029	7
Terminal:RWA			Truck: '		,
Load :2314665			Unit:	418029	
SERIAL #: 008-88037-	AF		C.O.D An	·	
		IGHT BILL OF LA			
PO#/HUD#		IGHT BILL OF LA INAL NOT NEGOTIA			
CARRIER :Bennett	Truck Transport LLC.,including	Barrett Transport, Inc.,(S	SCAC) BTTI	US DOT : 60	0382
a divisio	of Bennett Truck Transport,L	LC.		MC-ICC 285	5766
	ustrial Parkway.PO Box 569,M		•		
From: Shipper Add	ress(Origin):140460	To: Consi	gnee Address(Destina	ition):140455	
TRANSFORM		EAST	AHM DEVELOPEMEN	NT	
11857 BAY R	DGE DRIVE	611 H	IIGHWAY 903		
BURLINGTON,	WA,98233	CLE E	LUM,WA,98922		
3607559130		50967	41517		
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Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off

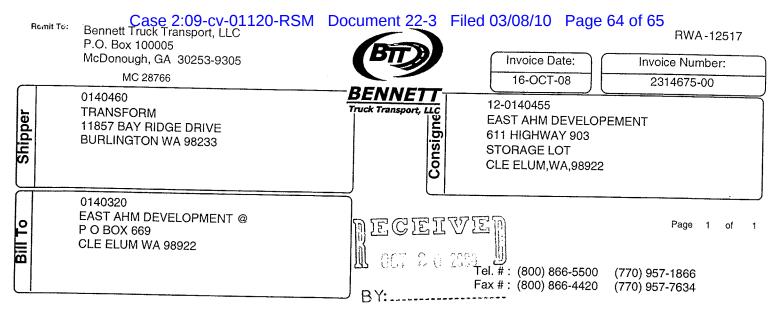
Note:This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

lawful charges.
Signature of Consigneor:

SHIPPER PER:\_\_\_\_

road parking, which could be total destruction Signature:\_

will be paid unless all lawful charges have been paid to carrier



		•			
B/L Number: 008-88037-46	Miles:	Truck: 418029		Trailer:	Div: 12
Driver Name: El	DWARD LUDWIG		Date Shipp	 ed: 16-OCT-08	
Pieces	Description		Weight	Rate	Charges
1   15X72X12'10   FSC			0	688.00 FLT	688.00
PERMITS				431.50 FLT	431,50
ESCORTS				15.00 FLT	15.00
SPOTTING CI	HARGE			376.25 FLT	376.25
MOTEL	ALICE			450.00 FLT	450.00
USED C&H PI	Job: <u>08</u>	-009		100.00 FLT	100.00
	Code: o	1-626			
	Job: <u>08</u> Code: <u>0</u> Price: #2	2060.75			
	Initials:	H		·	
Payment within 15 d	ays, per I.C.C. Regulations.		PAY THIS	AMOUNT	2,060.75
	vill be assessed a service charge of 1	I 1/2% per month or partial month.		. C	urrency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-46

Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number:

2314675-00

Invoice Date:

16-OCT-08

Payment Due Date:

31-OCT-08

Total Amount Due:

2,060.75

Amount Enclosed: \_\_\_\_

133

5		
Date: 10-16 08	Driver:	Fil / Wellering
Terminal:RWA	Truck:	Ed Ludwig 118029
Load :2314675	Unit:	110029
SERIAL #: 008-88037-46	C.O.D A	mount:
	AIGHT BILL OF LADING	
ORI	GINAL NOT NEGOTIABLE	
CAPDIED Parent Tout Transact LO		
CARRIER :Bennett Truck Transport LLC.,including a division of Bennett Truck Transport,	ng Barrett Transport, Inc.,(SCAC) BTTI	US DOT: 600382
1001 Industrial Parkway.PO Box 569,		MC-ICC 285766
1001 industrial arrway.F O BOX 509,	McDonough GA 30253,	
From: Shipper Address(Origin):140460	To: Consignee Address(Destin	ation):140455
TRANSFORM	EAST AHM DEVELOPEME	<i>'</i>
11857 BAY RIDGE DRIVE	611 HIGHWAY 903	
BURLINGTON,WA,98233	CLE ELUM,WA,98922	
3607559130	5096741517	
RECEIVED the property described below, in apparent good orde destined as shown above, which said carrier (the word carrier bei property under the contract) egress to carry to its usual place of destination. It is mutually agreed, as to each carrier all or any of s interested in all or any said property, that every service to be perhereby certified that he is familier with all the terms and condition	ing understood throughout the contract as meaning any person delivery at said destination, if on its route, otherwise deliver to said property over all or any portion of said route to destination formed betraunder shall be subject to all terms and parallels.	n or corporation in possession of the another carrier on the route to said , and as to each party at any time
FOR PAYMENT, SEND BILL TO:	REMIT C.O.D	
EAST AHM DEVELOPMENT @		
P O BOX 669		
CLE ELUM,WA,98922 0		
O		
NO Description 15X72X12'10	Weight Rate	Miles Total
		150 206075
Act of God: If shipper declines Act of God waiver,put'no' Units for living purposes exclusively:Unless a greater val unit, at point of manufacture include in this shipment, is de value not exceeding. Two Hundred Fifty Dollars (\$250.00) Units for purposes other than living purposes exclusive. Lading, the shipper hereby releases this shipment to a val equipment contained therein transported. I declare the ex- Signed:	tue for the household and personal effect and/or furnited and on this Bill of Lading the shipper hereby releas p.sSigned:  Unless a greater value per unit and equipment is decial and exceeding Ten Thousend Dellars (\$10,000,00).	red on this Bill of
Shipper or Agent: I hereby authorize this shipment and reconditions hereof Signed:	Date	
Carrier Agent: Foregoing shipment subject to declaration Transport,LLC (If No Signature,Need Pro Bill#).Signed:	(if any)or relase terms and conditions herein, Bennett	ato:
Daire (Ohler - 1 ti 4 t 4 title	failure related directly to pay or/others a	
Payor/Shipper is liable for all(1)structural and mechanical Terms and Conditions(2)tolls,permits and state fees as p C.O.D.FEE: PREPAID:	per applicable tariff,	es per Section I(d)of
Payor/Shipper is liable for all(1)structural and mechanical Terms and Conditions(2)tolls,permits and state fees as p C.O.D.FEE: PREPAID: COD AMT \$	per applicable tariff.  COLLECT: THIRD PARTY:  \$ \$	
Payor/Shipper is liable for all(1)structural and mechanical Terms and Conditions(2)tolls,permits and state fees as p C.O.D.FEE: PREPAID: COD AMT \$ Subject to section 7 of conditions if the shipment is to be	per applicable tariff,  COLLECT: THIRD PARTY:  \$  delivered to the consignee with out recourse on the con-	posigner the government
Payor/Shipper is liable for all(1)structural and mechanical Terms and Conditions(2)tolls,permits and state fees as p. C.O.D.FEE: PREPAID: COD AMT \$ \$  Subject to section 7 of conditions if the shipment is to be shall sign the following statement. The carrier shall not malawful charges.	per applicable tariff,  COLLECT: THIRD PARTY:  \$  delivered to the consignee with out recourse on the con-	posigner the government
Payor/Shipper is liable for all(1)structural and mechanical Terms and Conditions(2)tolls,permits and state fees as p. C.O.D.FEE: PREPAID: COD AMT \$ \$  Subject to section 7 of conditions if the shipment is to be shall sign the following statement. The carrier shall not malawful charges.  Signature of Consigneor:	xer applicable tariff.  COLLECT: THIRD PARTY:  \$ \$ delivered to the consignee with out recourse on the coake delivery of this shipment with out payment of freight	onsignor,the consignor nt and all other
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Payor/Shipper is liable for all(1)structural and mechanical Terms and Conditions(2)tolls, permits and state fees as p. C.O.D.FEE: PREPAID: COD AMT \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	ser applicable tariff.  COLLECT: THIRD PARTY:  \$ delivered to the consignee with out recourse on the coake delivery of this shipment with out payment of freighter site and I release Carrier and Driver from any dama tages unless noted hereon. No claims for any loss, dama arrier  RIER	onsignor,the consignor nt and all other ges resulting from off nage,injury or delay